

1 he was unaware of it or whatever.

2 MR. LOUX: No, thank you, Mr. Oates, I
3 wasn't aware Ms. Langstine had been offered for
4 that panel, that's fine.

5 MR. DYGERT: But you have no additional
6 examination?

7 MR. LOUX: No, I have no additional
8 questions, thank you.

9 CROSS-EXAMINATION

10 MS. MERIWEATHER: Ms. Langstine, this
11 Ms. Robin Meriweather on behalf of WorldCom. I
12 will also have some questions to ask you. Can you
13 hear me clearly?

14 MS. LANGSTINE: Yes, hello.

15 MS. MERIWEATHER: I believe you indicated
16 in your testimony that Verizon is conducting
17 certain degree of monitoring of OSS usage
18 currently; is that correct?

19 MS. LANGSTINE: Just repeat that again,
20 I'm sorry.

21 MS. MERIWEATHER: I believe you stated in
22 your testimony or perhaps in response to one of the

1 parties' discovery requests or both, that Verizon
2 is currently conducting some form of monitoring of
3 OSS usage; is that correct?

4 MS. LANGSTINE: Yes, we do monitor today,
5 yes.

6 MS. MERIWEATHER: Okay. In the context of
7 that monitoring, is Verizon able to determine the
8 type of transaction that a CLEC is conducting when
9 it is accessing the OSS?

10 MS. LANGSTINE: We are able to determine
11 if you go back in and say yes, you're doing
12 pre-order transaction, address validation or order
13 transaction or if you're ordering DSL or resale or
14 platform, yes.

15 MS. MERIWEATHER: And can Verizon
16 discriminate between, for example, the pre-order
17 transactions to determine whether they are taking
18 place prior to a sale or after a sale?

19 MS. LANGSTINE: Not via monitoring. We
20 are looking at the information coming into our OSS,
21 not information that is resident in your OSS.

22 MS. MERIWEATHER: Okay. In your rebuttal

1 testimony that you filed August 17th, which
2 relates, I believe, directly to issue I-11,
3 although it seems that issues I-8 and I-11 are
4 overlapping, at least in Verizon's view--I believe
5 that's marked Verizon Exhibit 20--you noted that
6 Verizon was concerned that CLECs would use what you
7 referred to as "robots" to misuse the OSS system
8 and pull very large numbers of records; is that
9 correct?

10 MS. LANGSTINE: Yes, we are concerned
11 about the use of robots on the Web GUI.

12 MS. MERIWEATHER: Do robots only access
13 the Web GUI, or would it be possible for them to
14 access the EDI as well?

15 MS. LANGSTINE: At this point in time,
16 it's our--we have only found them accessing the Web
17 GUI, but remember that the EDI is specifically for
18 application to application, so large
19 volumes--that's the purpose of it, is to have large
20 volumes of transactions.

21 MS. MERIWEATHER: Okay. Is there a
22 specific volume of transactions through the Web GUI

1 that Verizon would consider to be evidence that
2 such a robot is being used?

3 MS. LANGSTINE: I believe our IT has a
4 number of routines that they run through. They do
5 not have one particular number that they look at.
6 They look at a different things.

7 I am not aware of the numbers, and quite
8 frankly, they don't publish them for the simple
9 reason that would certainly--I don't see that would
10 be helping the process.

11 MS. MERIWEATHER: Has Verizon identified
12 any discrete companies that are making use of these
13 robots that you described in your testimony?

14 MS. LANGSTINE: I think there were late
15 last year a number of CLECs that Verizon had
16 requested, had made requests of, or suspected there
17 might be robotic activity, and we had contact with
18 them.

19 MS. MERIWEATHER: Were there any of those
20 that you said Verizon suspected, does Verizon have
21 evidence or proof that these robots have been used
22 with respect to any discrete companies?

1 MS. LANGSTINE: I think Verizon would
2 consider the volume of transactions from a
3 single-user ID as evidence. Had we actually gone
4 to an end-user site and seen a robot? I would have
5 to say no.

6 MS. MERIWEATHER: Do you have any idea of
7 how many discrete companies we are talking about?

8 MS. LANGSTINE: It was a small number.

9 MS. MERIWEATHER: To your knowledge, has
10 WorldCom been identified as one of the companies
11 using these robots?

12 MS. LANGSTINE: No, WorldCom we have not.

13 MS. MERIWEATHER: To your knowledge, are
14 the companies that Verizon believes have been using
15 these robots still in existence?

16 MS. LANGSTINE: I believe the companies
17 are still in existence, yes.

18 MS. MERIWEATHER: When you said a small
19 number of companies, could you give an idea of a
20 range for what you mean by "small."

21 MS. LANGSTINE: I think two.

22 MS. MERIWEATHER: Thank you.

1 MS. LANGSTINE: You're welcome.

2 MS. MERIWEATHER: Are you aware of the
3 specific type of pre-order transaction any company
4 that Verizon suspected using the robots was engaged
5 in?

6 MS. LANGSTINE: I'm sorry? Pre-order
7 transaction with what?

8 MS. MERIWEATHER: I guess when the robots
9 were used with these two companies, what type of
10 pre-order transaction were those two companies
11 engaged in when their activity led Verizon to
12 suspect they were using a robot?

13 MS. LANGSTINE: I'm not sure of specific
14 transactions, what is being reported. What we
15 looked at is that there is just a slow response
16 from the Verizon network through the Internet
17 because of this.

18 MS. MERIWEATHER: And did Verizon respond
19 to these perceived uses of robots by having
20 discussions with those companies, or did Verizon
21 simply terminate access?

22 MS. LANGSTINE: Well, first of all, if you

1 recall earlier, we had through the change
2 management process discussed the improvements we
3 were making to the Web GUI. We had advised the
4 CLECs that what the policy was on user IDs, and the
5 computer simulated users. We let them know if we
6 found this going forward, we were going to stop it.

7 At the time that we did find specific
8 CLECs, we stopped or I should say we terminated
9 that user ID, or we might have terminated their ISP
10 access, at that time contacted the CLEC, let them
11 know what we found, and expected them to remedy the
12 situation.

13 MS. MERIWEATHER: So, Verizon did not
14 respond by immediately terminating that CLEC's
15 access to OSS as a broad matter; is that correct?

16 MS. LANGSTINE: We did not terminate. We
17 shut down the offending user ID.

18 MS. MERIWEATHER: In response to the
19 questions from Mr. Harrington and Mr. Loux, you
20 said extraordinary incidents might motivate Verizon
21 to respond differently to any perceived abuses of
22 OSS than Verizon would normally respond, and the

1 example given of the different response was going
2 to a regulatory body such as the FCC.

3 When you use the word "extraordinary,"
4 extraordinary incident, I guess, that phrase, by
5 extraordinary incident, are you referring to what
6 you described as a particularly large volume of
7 transactions linked to a single-user ID?

8 MS. LANGSTINE: I would say that in order
9 to--again, if we are talking about I-11, if we are
10 talking about access to the OSS, terminating access
11 to the OSS--is that what we are referring this
12 question to?

13 MS. MERIWEATHER: Yes.

14 MS. LANGSTINE: Then I would not think we
15 would terminate a CLEC's access to the OSS because
16 one single-user ID. What I said is to me an
17 extraordinary incident would be that we would be
18 taking down the interface so that no CLEC could
19 access it, or we would be doing serious damage to
20 the data contained or the databases of our back-end
21 systems that were accessed by the CLECs.

22 So, again, it's just not a single user

1 volume thing in which we would say to a CLEC you no
2 longer have access to our OSS on a permanent basis
3 or--I mean, again, it's something that--I would say
4 in terms of this, it would be something also that
5 we had gone back to the CLEC and said look, we are
6 finding something here, and you're causing damage.
7 We have identified you as the cause of this. And I
8 would quite frankly anticipate that any CLEC would
9 expect us to do this if we saw that our access or
10 our data that they were using was being seriously
11 impacted that we would do something to remedy this
12 very quickly.

13 MS. MERIWEATHER: I just have one more
14 question for you. And this answer that you just
15 gave me and some of the others you seem to be
16 suggesting that there are limitations or specific
17 terms, situation, I guess, in which Verizon would
18 terminate access to OSS. However, the contract
19 language does not, at least I have seen, does not
20 seem to identify any of these things.

21 Would you or Verizon, I guess, be willing
22 to perhaps limit its contract language to make it

1 clear that this termination remedy only applies in
2 certain instances?

3 MR. OATES: We will object to the extent
4 again the witness is being asked to negotiate
5 contract language. I think she could speak to what
6 Verizon's position is and has spoken to what
7 Verizon's position is on the issue itself.
8 Specific language proposal should be addressed to
9 the negotiators.

10 MS. LANGSTINE: You know, I guess--thank
11 you, Mike.

12 I guess I would also like to say so
13 everybody understands, 10 days in the life of
14 software is a very long time. If you have such a
15 detrimental problem with your software--you know,
16 these are things--they're not like ignored, so 10
17 days in an emergency situation is a very long time.

18 The expectation here is that we say,
19 "WorldCom, we have a very serious problem. You are
20 destroying every CSR record that we have, for
21 example. We need you to fix that. I have no doubt
22 in my mind that WorldCom would consider that a

1 serious breach as we would. And these are the
2 terms and conditions under which we would
3 absolutely turn off access to the OSS.

4 MS. MERIWEATHER: I don't have any
5 additional questions for you, Ms. Langstine.
6 Thanks.

7 QUESTIONS FROM STAFF

8 MR. STANLEY: This is John Stanley from
9 the FCC. I have a couple of questions on issue
10 I-8.

11 I think you said a minute ago that Verizon
12 currently monitors volumes of CLEC OSS
13 transactions.

14 MS. LANGSTINE: Sure. We monitor to make
15 sure we have the capacity, and also to monitor to
16 make sure, for example, we don't have these
17 unwieldy searches that cause slow response or we
18 don't have robots that cause slow response.

19 MR. STANLEY: Does Verizon do this
20 monitoring pursuant to any specific contract
21 provisions?

22 MS. LANGSTINE: Not to my knowledge. We

1 monitor--as a general data--data company, we
2 monitor all of our databases, the use and access
3 and so on and so forth, constantly evaluating the
4 efficiency of the data systems.

5 MR. STANLEY: So, if Verizon could
6 identify--if Verizon can currently monitor CLEC OSS
7 transactions and was able to identify the eight
8 problems that were listed in Cox Exhibit 26, why is
9 Verizon's proposed language necessary for this
10 contract? I'm referring to 8.5.2.6.

11 MS. LANGSTINE: It's my understanding that
12 we--

13 MR. STANLEY: 8.5.3.2.

14 MS. LANGSTINE: It's my understanding that
15 we want the right to be able to monitor, and it has
16 to be understood that we need to do this.

17 MR. STANLEY: Is there anything in the
18 petitioners' proposed language that you have seen
19 that would preclude Verizon's ability to monitor
20 CLEC OSS transactions in the way it's currently
21 doing?

22 MS. LANGSTINE: In whose proposed

1 language?

2 MR. STANLEY: In any of the petitioners'
3 proposed language, in WorldCom's language, Cox's
4 language.

5 MS. LANGSTINE: I don't think--yes, I
6 think there are some limitations. I think Cox
7 didn't want us to have any of that in there, if I'm
8 not mistaken. And I guess there is some
9 disagreement as to whether we should be able to at
10 least determine CPNI abuse. And I think that
11 that's something that we probably need to at least
12 be able to have the right to consider when we
13 monitor.

14 MR. STANLEY: Okay. But I'm just
15 wondering if there are any specific provisions that
16 you're aware of that would preclude Verizon's
17 ability to monitor CLEC OSS transactions in the way
18 that Verizon currently does.

19 MS. LANGSTINE: I would have to take a
20 look at that.

21 MR. STANLEY: I understand Cox opposes
22 adopting the language proposed by Verizon, but is

1 there anything specifically in Cox's language that
2 would preclude this type of monitoring?

3 MS. LANGSTINE: Not that I'm aware of.

4 MR. STANLEY: Thanks.

5 MR. KOERNER: Ms. Langstine, this is Brad
6 Koerner with the FCC. I had a few questions about
7 issue I-11.

8 MS. LANGSTINE: Sure.

9 MR. KOERNER: First of all, in Cox
10 Exhibit 26, the eight instances that you identify
11 where CLEC behavior has caused a slowdown problem
12 for the Web GUI. I believe you mentioned that you
13 had terminated the user ID and contacted the
14 offending CLEC about these problems.

15 In those instances did that resolve the
16 problem?

17 MS. LANGSTINE: Yes, as soon as--in the
18 specific instances that are here, that yes, when
19 the user ID was terminated, normal response time
20 was again seen on the Web GUI.

21 MR. KOERNER: Did those problems then
22 recur, or did that solve the problem going forward?

1 MS. LANGSTINE: There were a couple of
2 instances, as you can see from the trouble reports,
3 where we had some unrestricted searches. I can't
4 honestly answer as to why they happened, but they
5 were not necessarily from the same CLEC, so it
6 could be just an education issue.

7 MR. KOERNER: Thank you.

8 Were these the types of instances that you
9 referred to as "extraordinary instances" that would
10 cause you to terminate a CLEC's OSS all together?

11 MS. LANGSTINE: No, I would not consider
12 an unrestricted search extraordinary.

13 Again, we are talking about the slowdown
14 of the Web GUI. We fairly quickly can identify
15 that and correct it.

16 MR. KOERNER: Have there been instances
17 that you would categorize as extraordinary
18 instances that have occurred?

19 MS. LANGSTINE: Actually, no, I'm not
20 aware of any at this point in time we had to go to
21 a CLEC and terminate their OSS access in general,
22 take them off line.

1 MR. KOERNER: Thank you.

2 Also, do you know whether this issue has
3 arisen in other states? And if so, do you know how
4 the state commissions resolved the issue?

5 MS. LANGSTINE: I'm not aware of any other
6 instances where this has become an issue--excuse
7 me. Let me correct that. I do believe I was made
8 aware of an issue in Massachusetts, in August of
9 1999, I believe. And I believe that the Commission
10 stated that we did not--Verizon was not able to
11 provide any evidence that there might have been
12 misuse of the OSS, so therefore they did not
13 include that. I believe that was what happened.

14 RECORD REQUEST

15 MR. KOERNER: Could I ask counsel if
16 they're aware of any other instances like this, for
17 them to brief them in the posthearing briefs?

18 MR. OATES: Yes, we will do so.

19 MR. KOERNER: Thank you.

20 I have one other question. Can you
21 explain, Ms. Langstine, why it is that the general
22 contract breach language would be insufficient to

1 deal with the type of problem that you envision?

2 MS. LANGSTINE: Well, I guess I look
3 at--you're talking about I-11 versus I-8?

4 MR. KOERNER: Yes, I-11.

5 MS. LANGSTINE: Okay. I think there
6 are--as I said, there are instances where you
7 certainly do not want to eliminate general access
8 to a CLEC because they may have one person who is
9 untrained or they may have one person or someone
10 who is working on their behalf not doing the right
11 thing. Verizon recognizes, just as all the CLECs
12 recognize, that our OSS and access to our OSS is
13 vital to the work we do.

14 So, I mean, to me, that represents
15 something that is--again, I use the word
16 "extraordinary incident," and that's
17 something--that is a very serious issue, and I
18 don't see just monitoring day-to-day work, making
19 sure that people, individual people users on the
20 GUI are using the systems properly, or making sure
21 that every single CLEC day in and day out has
22 access to the OSS.

1 I guess I see them as--I mean, they're a
2 little different, an individual a little bit more
3 serious than terminating access in general.

4 MR. KOERNER: Thank you, ma'am. I have no
5 more questions.

6 MR. DYGERT: Any redirect?

7 MR. OATES: Just a couple of short
8 questions.

9 REDIRECT EXAMINATION

10 MR. OATES: Ms. Langstine, you were asked
11 questions about the EDI from Ms. Meriweather. Do
12 you recall that?

13 MS. LANGSTINE: Yes.

14 MR. OATES: Does Verizon monitor the EDI
15 usage?

16 MS. LANGSTINE: Again, we monitor the EDI
17 to make sure that our servers and our systems have
18 the capacity to process the transactions that the
19 CLECs were sending in. We are not monitoring the
20 EDI on an individual user basis because we expect
21 large transaction volumes.

22 MR. OATES: And Mr. Loux asked you a

1 question about Verizon's contract language
2 regarding whether a breach of one system, one
3 OSS-related system, would warrant termination of
4 another.

5 And the question I would like to ask you
6 is: Historically, if Verizon has identified an
7 excessive or improper use by a single-user ID of
8 the Web GUI, has Verizon terminated the CLEC's
9 entire access? In other words, all single-user IDs
10 related to a particular CLEC.

11 MS. LANGSTINE: No, we have not.

12 MR. OATES: Historically, if Verizon has
13 identified a single-user ID problem in the Web GUI,
14 has Verizon terminated or suspended that CLEC's use
15 of the EDI?

16 MS. LANGSTINE: No, they're two different
17 access methods.

18 MR. OATES: I have nothing further.

19 MR. LOUX: Could I ask one clarification
20 of Mr. Oates? When you represented that
21 Ms. Langstine had adopted the testimony on this
22 issue, do I understand that to mean that she has

1 adopted the testimony that is Verizon Exhibit 22,
2 the rebuttal testimony on nonmediated issues of
3 general terms and conditions panel?

4 MR. OATES: I'm afraid I don't have the
5 exhibit number in front of me, but what she has
6 adopted or what she is sponsoring here would be
7 yes, the August 17 Verizon rebuttal testimony on
8 nonmediation issues which specifically addresses
9 issue I-11.

10 MR. LOUX: Thank you.

11 MR. DYGERT: All right, Ms. Langstine,
12 thanks very much for your time today.

13 MS. LANGSTINE: Thank you.

14 MR. DYGERT: We have one issue that
15 remains on this panel for which we have to tie in
16 Mr. Smith by telephone, and I guess I'm happy to
17 either do it now or after lunch, whichever the
18 parties would prefer.

19 MR. OATES: I have little or no
20 cross-examination on the issue. It's my
21 understanding and I don't want to talk out of turn,
22 but our respective experts are very close to an

1 agreement in principle, and that may be the nature
2 of the testimony, is we essentially reached an
3 agreement. We are waiting to exchange language. I
4 don't want to speak for Ms. Lichtenberg, but I
5 think that's what it is.

6 MS. MERIWEATHER: I understand the parties
7 are negotiating. Whether I have any questions or
8 very many questions really just depends on where
9 Verizon's witness says they will be in the event
10 that negotiations don't result in resolving this
11 issue, so--but I'm happy to do it before or after
12 lunch.

13 Actually, as a procedural matter, I was
14 wondering if instead of sticking to our normal
15 procedure of just having cross and redirect, that
16 perhaps that given that the parties are attempting
17 to settle this issue but have not, if, perhaps,
18 each party's witness could just give a brief
19 statement of where we think we are in terms of the
20 agreement or not an agreement.

21 MR. DYGERT: We are happy to do whatever
22 the parties think will help them settle this the

1 quickest, but it strikes me from what I understand
2 about where they are, that it may make sense just
3 to postpone this entirely and have lunch. If
4 necessary, we could take it back up at the end of
5 the day because the people from our end that need
6 to be here to deal with it will be here at the end
7 of the day.

8 MR. OATES: I think the parties are
9 working towards a resolution. The hangup, I think,
10 is in exchanging some contract language, with
11 everything else that's been going on. But I don't
12 know that it's going to move the ball forward to
13 have the witnesses sort of explain where they are.
14 I think we get into that negotiating-on-the-stand
15 problem we had before.

16 To the extent--I think the parties will
17 continue discussions. To the extent we need to air
18 the issue here, I'm prepared to waive
19 cross-examination based on what's been filed to
20 date. If we are going to address the sort of the
21 status of the negotiations as they stand right now,
22 we need some contract language to do that, I think,

1 as does the staff.

2 MS. MERIWEATHER: If we are not going to
3 address where things stand today, then I'm not
4 prepared to waive cross-examination because if the
5 issue is not settled, we do need to have a record
6 and my view of what the parties' position is.
7 Otherwise, we don't know what we have gone to.

8 MR. DYGERT: Correct me if I'm wrong,
9 Ms. Meriweather, but it doesn't make sense, given
10 where things are, to have that cross right now.

11 MR. OATES: I don't think it's going
12 to--the issue is going to advance any further
13 today. And Mr. Smith is available, he's in his
14 office, and I suspect he would be available later
15 too, but I don't think it's going to be something
16 we get resolved between now and three and 4:00 in
17 the afternoon.

18 MS. MERIWEATHER: I agree. If there is
19 another date, perhaps, if it's not going to be
20 resolved by the end of the day, I'm just not
21 comfortable waiving any opportunity for WorldCom to
22 ask any questions at all on the issue in the event

1 it does not get resolved at all before we brief.

2 MR. DYGERT: How much cross do you expect
3 to have on this?

4 MS. MERIWEATHER: That really depends on
5 what their witness's answers would be. I have a
6 few questions, but if they answered one question
7 one way, then I might have a few more questions.

8 MR. OATES: Our preference would be to go
9 ahead and make the witness available to close the
10 issue out today. I don't think that's going to
11 stop the discussions between the parties.

12 MR. DYGERT: Let's do it after lunch,
13 whatever we do.

14 (Whereupon, at 12:25 p.m., the hearing
15 was adjourned until 1:30 p.m., the same day.)

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1 AFTERNOON SESSION

2 Whereupon,

3 JONATHAN SMITH

4 was called for examination by the Commission and,
5 after having been duly sworn by the notary public,
6 was examined and testified as follows:

7 MR. DYGERT: This is Jeff Dygert from the
8 FCC. Can you hear me?

9 MR. SMITH: I can.

10 MR. DYGERT: Would you identify yourself
11 for the record.

12 MR. SMITH: My name is Jonathan Smith for
13 Verizon.

14 MR. DYGERT: We also have Ms. Lichtenberg
15 from WorldCom who is already under oath.

16 MR. HARRINGTON: Were we going to do the
17 procedural issues before we start the
18 cross-examination?

19 MR. DYGERT: Why don't we do this after
20 this.

21 Mr. Smith, Ms. Meriweather from WorldCom
22 has some questions for you.